

VEHICLE HIRE CONDITIONS

All vehicles and associated equipment (the Vehicle) are hired out by Acrobat Vehicle Rental Ltd (the Company) subject solely to these Conditions unless otherwise agreed in writing by a director of the Company. The Company contracts for itself and as agent of and trustee for its employees and every reference hereinafter to 'the Company' shall be deemed to include every such employee with the intention that they shall have the benefit of these Conditions.

1. HIRER'S UNDERTAKINGS

The Hirer shall:

- (a) Use the Vehicle only in Great Britain unless authorised otherwise by the Company in writing.
- (b) Obtain any necessary authority, inspection certificate or licence prescribed by any statute or regulation relating to the use of the Vehicle.
- (c) The Hirer is responsible for the loading and unloading of the Vehicle. Maximum payload and individual axle weights must not be exceeded.
- (d) Ensure that the vehicle is not used to carry a number of persons in excess of the seating capacity of the Vehicle.
- (e) Not use the Vehicle to carry or store products which may damage or pollute the Vehicle in any way.
- (f) Neither alter the specification of the Vehicle nor alter or deface its paintwork or markings.
- (g) Ensure that the Vehicle is maintained in a clean and roadworthy condition and check that the tyres are correctly inflated and that the oil and water level(s) are sufficient at all times. The Hirer must look after the Vehicle and keys to the Vehicle, making sure it is locked and secured when not in use and properly protected against damage due to bad weather. The Hirer must ensure the correct fuel is used. When not in use, the Hirer must use any security device fitted to or supplied with the vehicle.
- (h) Notify the Company promptly of all defects in the Vehicle and, in the event of any defect which shall affect the roadworthiness of the Vehicle, then such notice to be given immediately.
- (i) The Hirer shall not affect any repairs to the hired Vehicle without the prior written consent of the Company authorising such repairs.
- (j) Notify the Company immediately of every incident involving loss or damage to the Vehicle and, when required to do so by the Company, complete an Accident Report Form giving the names and addresses of witnesses wherever possible.
- (k) Make the Vehicle available at both a reasonable and convenient time and place to the Company so that repairs or replacements can be properly effected by the Company to maintain the Vehicle in serviceable and roadworthy condition, or at any reasonable time that the Company shall require the Vehicle.
- (l) Pay the Company all reasonable charges in respect of alterations or additions to the Vehicle made at the request of the Hirer or to satisfy statutory requirements after the commencement of the hire.
- (m) Not sell, charge, lend or re-hire the Vehicle.
- (n) Reimburse to the Company within 14 days the cost of any taxes, fines, customs duties or charges levied on the Company as a result of the Hirer's use of the Vehicle, together with an Administration Fee. The Hirer shall pay any fixed penalty offence committed in respect of that Vehicle under part 111 of the Road Traffic Offenders Act 1988 or any such offence committed under the equivalent legislation applicable to Scotland.
- (o) At the commencement of the hire, check to ensure that the Vehicle is fit for its purpose and in good condition in the absence of any defect being confirmed to the Company by the Hirer in writing prior to hire commencing, the Hirer is deemed to accept that the Vehicle is fit for its purpose and in good condition.
- (p) At the end of the Hire period, make the Vehicle available for collection at the same address to which it was delivered.
- (q) This Contract shall take effect from the time when the Vehicle is reserved (which shall be deemed to be the time of despatch of the Company's confirmation verbally or by hand or by fax or by post). The Hirer shall not be entitled to cancel this Contract except with the written agreement of the Company and on terms that the Hirer shall indemnify the Company in full against all loss (including loss of profit), costs (including costs of labour and materials), damages, charges and expenses incurred by the Company as a result of cancellation.
- (r) It is the Hirer's responsibility to conform with the Transport Act 1968 concerning Operator's Licence requirements.

2. COMPANY'S UNDERTAKINGS

The Company shall

- (a) Use its best endeavours, at terms to be agreed, to supply the Hirer with a replacement for any Vehicle temporarily out of use for the purpose of repair or any other cause.
- (b) Effect such repairs and replace such parts as shall be required to maintain the Vehicle in roadworthy condition and to carry out routine servicing and maintenance.

3. RESPONSIBILITY FOR EQUIPMENT AND INSURANCE

- (a) The Company will insure the Vehicle unless the Hirer arranges his own insurance. The Hirer shall be responsible for:-
 - (i) the vehicle accidental damage excess for the amount advised at commencement of hire.
 - (ii) all damage to the Vehicle caused by striking overhead or overhanging objects.
 - (iii) all damage caused by the wilful, malicious or grossly negligent acts of the Hirer or any drivers.
 - (iv) all damage to or loss of the Vehicle and liabilities arising from its hire if:-
 - (a) at the time of an accident the Vehicle is being driven by other than a person licensed to drive such a Vehicle.
 - (b) The Hirer is in breach of any of the terms and conditions of this Contract or the Insurance Policy.
- (b) The Hirer shall be entitled to arrange its own Comprehensive motor policy on the Vehicle. Such policy shall:-
 - (i) note the interest of the Company as owner of the Vehicle.
 - (ii) extend to provide to the Company an indemnity against liability as defined in the policy arising from the use of the Vehicle.
 - (iii) note that all claim monies due in respect of loss of or damage to the Vehicle is paid to the Company. Copies of the policy shall be forwarded to the Company on request.
- (c) The Hirer shall indemnify the Company from and against all claims, demands, costs, expenses and liabilities arising from or out of any loss, destruction, damage or injury which result from the possession or use by the Hirer of the Vehicle and in respect of which indemnity is not provided by the policies of insurance referred to above.
- (d) The Company shall not be responsible for goods carried in or on the Vehicle and the Hirer agrees to indemnify the Company against all claims arising from loss or destruction of or damage to such goods.

4. TERMS OF PAYMENT

- (a) (i) No credit facilities - The Hirer shall pay the Company in advance a sum equal to the estimated Hiring Charges plus a Deposit.
(ii) Credit facilities - The Hirer shall pay the Company the full sum due no later than the 20th day of the month after the month of Invoice.
- (b) The Company shall be entitled to charge interest at 2 per cent above the base rate of the Royal Bank of Scotland plc, calculated on a daily basis, on all amounts not paid in accordance with the payment terms.
- (c) If the Hirer shall make default in the punctual payment of the hire charges or shall fail to observe and perform the terms of the hire or shall enter into liquidation, receivership or administration, becomes bankrupt, has a judgement debt entered against them or seeks to compound with its creditors the Company shall be entitled to repossess the Vehicle without prejudice to any claim it may have against the Hirer including damages for breach of contract.

5. CONSEQUENTIAL LOSS

The Company shall not under any circumstances be liable for any direct or indirect consequential loss arising from the hiring out of the Vehicle howsoever, whensoever or wheresoever caused and whether or not resulting from negligent act or omission by the Company.

6. CONTINUATION OF HIRE

If the Vehicle is stolen, lost, seized or confiscated or is returned to the Company at the end of a hire in a damaged condition (fair wear and tear excepted), then the Company reserves the right to charge the Hirer for an amount in compensation for the loss of use during a defined period.

7. PERFORMANCE

The Company shall be relieved of liability to provide the Vehicle wherever and for so long as and to the extent to which the beneficial use of the Vehicle is prevented as a consequence of the explosion, flood, strike action or by any cause beyond the control of the Company.

8. LAW

The contract shall be governed by and construed solely in accordance with the legal jurisdiction of the English Courts.